



05-23-2002

U.S. Patent & TMOtc/TM Mail Rpt. Dt. #40

05-31-2002

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Form PTO-1594

(Rev. 03/01)

OMB No. 0651-0027 (exp. 5/31/2002)

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RECOR
TR/

102107343

DEPARTMENT OF COMMERCE
S. Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Allied Holdings, Inc.

5-23-02

- ☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☒ Corporation-State (Georgia)
☐ Other _____

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance:

- ☐ Assignment ☐ Merger
☒ Security Agreement ☐ Change of Name
☐ Other _____

Execution Date: 2/25/02

2. Name and address of receiving party(ies)

Name: Ableco Finance LLC

Internal

Address: _____

Street Address: 450 Park Avenue

City: New York, State: NY Zip: 10022

- ☐ Individual(s) citizenship
☐ Association
☐ General Partnership
☐ Limited Partnership
☐ Corporation-State

☒ Other Limited Liability Corporation - Delaware

If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☒ No n/a
(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? ☐ Yes ☒ No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

See attached Schedule.

B. Trademark Registration No.(s)

See attached Schedule.

Additional number(s) attached ☒ Yes ☐ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Santo Manna, Esq.

Internal Address: _____

Schulte Roth & Zabel LLP

Street Address: 919 Third Avenue

City: New York, State: NY Zip: 10022

6. Total number of applications and registrations involved: _____

6

7. Total fee (37 CFR 3.41).....\$ 165.00

- ☐ Enclosed
☒ Authorized to be charged to deposit account

8. Deposit account number:

500675 - Schulte Roth & Zabel LLP

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Santo Manna, Esq.

Name of Person Signing

Signature

May 22, 2002

Date

05/31/2002 DBYRNE 00000002 500675 2141452

Total number of pages including cover sheet, attachments, and document: 5

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

01 FC:481
02 FC:48240.00 CH
125.00 CHTRADEMARK
REEL: 002515 FRAME: 0731

SCHEDULE

Trademark Registrations

| <u>Service Mark</u> | <u>Registration No.</u> | <u>Registration Date</u> |
|-----------------------|-------------------------|--------------------------|
| AUTOVISION | 2,141,452 | 3/3/98 |
| AXIS (Design) | 2,080,261 | 7/15/97 |
| MOVE, IMPROVE, INFORM | 2,232,797 | 3/16/99 |
| AS ALLIED SYSTEMS | 1,561,418 | 10/17/89 |
| KAR-TAINER | 1,917,245 | 9/5/95 |

Pending Trademarks

| <u>Service Mark</u> | <u>Serial No.</u> | <u>Filing Date</u> |
|---------------------|-------------------|--------------------|
| AGILE | 75/267,823 | 3/2/97 |

ASSIGNMENT FOR SECURITY

(TRADEMARKS)

WHEREAS, ALLIED HOLDINGS, INC. (the "Assignor") has adopted, used and is using, and holds all right, title and interest in and to, the trademarks and service marks listed on the annexed Schedule 1A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, the Assignor has entered into a Security Agreement, dated February 25, 2002 (the "Security Agreement"), in favor of Ableco Finance LLC, as collateral agent for certain lenders (the "Assignee");

WHEREAS, pursuant to the Security Agreement, the Assignor has assigned to the Assignee and granted to the Assignee for the benefit of the lenders a continuing security interest in all right, title and interest of the Assignor in, to and under the Trademarks, together with, among other things, the good-will of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the "Collateral"), to secure the payment, performance and observance of the Obligations (as defined in the Security Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor does hereby pledge, convey, sell, assign, transfer and set over unto the Assignee and grants to the Assignee for the benefit of the lenders a continuing security interest in the Collateral to secure the prompt payment, performance and for the benefit of the lenders observance of the Obligations.

The Assignor does hereby further acknowledge and affirm that the rights and remedies of the Assignee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

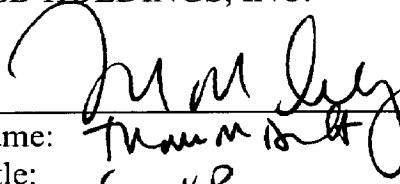
IN WITNESS WHEREOF, the Assignor has caused this Assignment to be duly executed by its officer thereunto duly authorized effective as of February 25, 2002.

ALLIED HOLDINGS, INC.

By: _____

Name: _____

Title: _____


Thomas M. Burt
Sr VP

STATE OF Georgia

SS.:

COUNTY OF De Kalb

On this 21 day of May, 2002, before me, the undersigned, personally appeared Lonny Shuff, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Janet Bertsch

Notary Public, DeKalb County, Georgia
My Commission Expires August 4, 2003

SCHEDULE 1A TO ASSIGNMENT FOR SECURITY

Trademark Registrations

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